

Filing at a Glance

Company: Great West Casualty Company

Product Name: Commercial General Liability SERFF Tr Num: LDRE-125221850 State: Arkansas

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-025291

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: G3707F State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Author: Joy Landholm

Disposition Date: 07-06-2007

Date Submitted: 06-29-2007

Disposition Status: Approved

Effective Date Requested (New): 09-01-2007

Effective Date (New):

Effective Date Requested (Renewal): 09-01-2007

Effective Date (Renewal):

General Information

Project Name: Filing of Commercial General Liability Forms

Project Number: G3707F

Status of Filing in Domicile: Authorized

Domicile Status Comments: Nebraska, our domicile state, is file and use

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-06-2007

State Status Changed: 06-29-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time our Company would like to file the following Independent Commercial General Liability Forms with your Department for all policies written to become effective on or after September 1, 2007:

CG 10 03 07 07 Arkansas Commercial General Liability Coverage Form

CG 49 04 05 07 Additional Insured Endorsement

CG 49 38 12 05 Limited Silica Coverage

CG 49 44 07 04 Amendment of Insured Contract Definition

CG 49 50 01 06 Limitation of Coverage for Terrorism on an Annual Aggregate Basis

CG 49 51 11 85 Exclusion Athletic or Sports Participants

CG 49 53 11 85 Exclusion Intercompany Products Suits

CG 49 55 11 85 Exclusion Property Entrusted

CG 49 56 10 01 Exclusion Employees and Volunteer Workers as Insureds

Included in this filing are:

1. Forms listing which includes the Form Number which is being replaced and the approval date from your Department and list of Forms we are withdrawing
2. Side-by-side explanation of the replaced forms and new forms.
3. Mark-up copies of the forms which are being updated.

Company and Contact

Filing Contact Information

Joy Landholm, Compliance Technician
1100 W. 29th Street
South Sioux City,, NE 68776

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(402) 494-7480[FAX]

Filing Company Information

Great West Casualty Company
1100 W. 29th Street
So. Sioux City, NE 68776
(402) 494-2411 ext. [Phone]

CoCode: 11371
Group Code: 150
Group Name:
FEIN Number: 47-6024508

State of Domicile: Nebraska
Company Type: P & C
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Nebraska, our domicile state does not charge a filing fee.

We are using your filing fee of \$50.00.
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
214143	\$50.00	06-21-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-06-2007	07-06-2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Additional Insured Endorsement	Form	Joy Landholm	07-02-2007	07-02-2007

Disposition

Disposition Date: 07-06-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	forms listing	Approved	Yes
Supporting Document	side-by-side explanation	Approved	Yes
Supporting Document	Mark-up copies	Approved	Yes
Supporting Document	copy of check	Approved	Yes
Form	Arkansas Commercial General Liability Coverage Form	Approved	Yes
Form <i>(revised)</i>	Additional Insured Endorsement	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Limited Silica Coverage	Approved	Yes
Form	Amendment of Insured Contract Definition	Approved	Yes
Form	Limitation of Coverage for Terrorism on an Annual Aggregate Basis	Approved	Yes
Form	Exclusion - Athletic or Sports Participants	Approved	Yes
Form	Exclusion - Intercompany Products Suits	Approved	Yes
Form	Exclusion - Property Entrusted	Approved	Yes
Form	Exclusion - Employees and Volunteer Workers as Insureds	Approved	Yes
Form	Fungi or Bacterial Exclusion	Approved	Yes
Form	Limited Fungi or Bacterial Coverage	Approved	Yes
Form	Asbestos Exclusion	Approved	Yes
Form	Silica or Silica-Related Dust Exclusion	Approved	Yes
Form	Exclusion - Violation of Statutes that Govern E-Mails, Fax, Phone calls, or other Methods of Sending Material or Information	Approved	Yes
Form	Commercial General Liability Changes	Approved	Yes
Form	Deductible Liability Coverage	Approved	Yes

Amendment Letter

Amendment Date:

Submitted Date: 07-02-2007

Comments:

Dear Edith Roberts,

A clerical error was discovered on the attached filing.

Form CG 49 04 05 07 had a word left off.

The last statement under Paragraph A should read:

and only to the extent that the additional insured is vicariously liable for your conduct.

The word is was left off.

Sincerely,

Joy Landholm

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Additional Insured Endorsement	CG 49 04	05 07	Form	Replaced	CG 49 04 07 06-019551 04	07 06-019551	0	CG 49 04 05 07.pdf

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Commercial General Liability Coverage Form	CG 10 03	07 07	Policy/CoveReplaced rage Form	CG 10 03 01 01	0.00	CG 10 03 07 07.pdf
Approved	Additional Insured Endorsement	CG 49 04	05 07	Endorseme Replaced nt/Amendm ent/Condi tions	CG 49 04 07 04	0.00	CG 49 04 05 07.pdf
Approved	Additional Insured Endorsement	CG 49 04	05 07	Endorseme Replaced nt/Amendm ent/Condi tions	CG 49 04 07 04	0.00	CG 49 04 05 07.pdf
Approved	Limited Silica Coverage	CG 49 38	12 05	Endorseme Replaced nt/Amendm ent/Condi tions	CG 49 38 02 05	0.00	CG 49 38 12 05.pdf
Approved	Amendment of Insured Contract Definition	CG 49 44	07 04	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 49 44 07 04.pdf
Approved	Limitation of Coverage for Terrorism on an Annual Aggregate Basis	CG 49 50	01 06	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 49 50 01 06.pdf
Approved	Exclusion - Athletic or Sports Participants	CG 49 51	11 85	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 49 51 11 85.pdf
Approved	Exclusion - Intercompany Products Suits	CG 49 53	11 85	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 49 53 11 85.pdf
Approved	Exclusion - Property Entrusted	CG 49 55	11 85	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 49 55 11 85.pdf
Approved	Exclusion - Employees and Volunteer Workers as	CG 49 56	10 01	Endorseme Replaced nt/Amendm ent/Condi tions	CG 21 37 11 85	0.00	CG 49 56 10 01.pdf

Insureds

Approved	Fungi or Bacterial Exclusion	CG 49 15 04 02	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 15 04 02.pdf
Approved	Limited Fungi or Bacterial Coverage	CG 49 17 04 02	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 17 04 02.pdf
Approved	Asbestos Exclusion	CG 49 23 01 04	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 23 01 04.pdf
Approved	Silica or Silica- Related Dust Exclusion	CG 49 34 01 05	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 34 01 05.pdf
Approved	Exclusion - Violation of Statutes that Govern E-Mails, Fax, Phone calls, or other Methods of Sending Material or Information	CG 49 35 01 05	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 35 01 05.pdf
Approved	Commercial General Liability Changes	CG 49 47 01 07	Endorsement/Amendment/Conditions Withdrawn	ARPC06021294 0.00	CG 49 47 01 07.pdf
Approved	Deductible Liability Coverage	CG 49 63 06 02	Endorsement/Amendment/Conditions Withdrawn	0.00	CG 49 63 06 02.pdf

POLICY NUMBER:

ARKANSAS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I – COVERAGES

COVERAGE A

1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. This exclusion also does not apply to the defense or expenses of any party assumed in an "insured contract" as set forth in Paragraph 8. of Section I – Supplementary Payments.

c. ALCOHOLIC BEVERAGES

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

For this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented, leased or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented, leased or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

- (1) "auto", or
- (2) aircraft or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent.
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge.
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.
- (4) "Bodily injury" or "property damage" arising out of the operation of:
 - (a) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

(5) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

(6) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

- (1) Property you own, rent, lease or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

This exclusion does not apply to any of "your products" or any part of "your products" if caused by a defect existing at the time it was sold or transferred to another arising only out of your business of selling or repairing "autos". However, subject to the Limit of Insurance, the coverage only applies to that amount of "property damage" to "your products" which exceeds \$250 for any one "occurrence".

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation; discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

q. ELECTRONIC DATA

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. ASBESTOS

"Bodily injury" or "property damage" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

s. SILICA OR SILICA-RELATED DUST

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

t. FUNGI OR BACTERIA

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

u. DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c. through n.** do not apply to damage by fire to premises rented or leased to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section III - Limits of Insurance.

COVERAGE B

1. PERSONAL AND ADVERTISING INJURY LIABILITY

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and
- (2)** Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSURED IN MEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15. a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. WAR

"Personal and advertising injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation; discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

q. ASBESTOS

"Personal and advertising injury" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

r. SILICA OR SILICA-RELATED DUST

- (1) "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

s. FUNGI OR BACTERIA

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C

1. MEDICAL EXPENSES

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own, rent or lease;
 - (2) On ways next to premises you own, rent or lease; or
 - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own, rent or lease that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. ATHLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

g. COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- 6. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
- 7. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured we defend on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

8. Solely for the purposes of liability assumed for "bodily injury" and "property damage" in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be expenses we shall pay provided:

- a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the applicable Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented or leased to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. PERSONAL AND ADVERTISING INJURY LIMIT

Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. EACH OCCURRENCE LIMIT

Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. DAMAGE TO PREMISES RENTED TO YOU LIMIT

Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented or leased to you, or in the case of damage by fire, while rented or leased to you or temporarily occupied by you with permission of the owner.

7. MEDICAL EXPENSE LIMIT

Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance or self-insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance or self-insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

- (a) Any of the other insurance or self-insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage or self-insurance for "your work";

- (ii) That is Fire insurance or self-insurance for premises rented or leased to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you or self-insurance to cover your liability as a tenant for "property damage" to premises rented or leased to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I, Coverage A - Bodily Injury and Property Damage Liability.
- (b) Any other primary insurance or self-insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer or you as a self-insurer have a duty to defend the insured against that "suit". If no other insurer defends or you as a self-insurer must defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance or self-insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance or self-insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance or self-insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

SECTION V - DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **"Auto"** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Coverage territory"** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".
8. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
9. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
10. **"Insured contract"** means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. above does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural, or engineering activities.

11. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. **"Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - (1) The unlicensed vehicle is being taken for maintenance or repair; or
 - (2) The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 14. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 16. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 17. **"Products-completed operations hazard"**:

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, rent or lease and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, including an aircraft or watercraft, not owned or operated by any insured, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 19. "Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 20. "Silica-related dust"** means a mixture or combination of silica and other dust or particles.
- 21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 23. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Policy Expiration Date:

Name of Person or Organization, (Additional Insured):

- A.** Who is an Insured is changed to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE on this endorsement but only to the extent that the liability arises:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you;
- and only to the extent that the additional insured is vicariously liable for your conduct.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached thereto.
- C.** The Additional Insured is covered for an amount up to the Limit of Insurance required by an agreement you have with them or the policy's Limit of Insurance, whichever is less.
- D.** Any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED SILICA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Silica Liability Annual Aggregate Limit:

A. Section I - Coverage A - Silica or Silica-Related Dust does not apply.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "silica incident", is subject to the Silica Liability Aggregate Limit as described in Paragraph C. of this endorsement.

C. The following is added to Section III - Limits of Insurance:

Subject to Paragraph 2. - General Aggregate Limit and Paragraph 3. - Products-Completed Operations Aggregate Limit, as applicable, the Silica Liability Annual Aggregate Limit shown in the SCHEDULE on this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "silica incidents".

Paragraph 5. - Each Occurrence Limit; Paragraph 6. - Damage to Premises Rented to You Limit; and Paragraph 7. - Medical Expense Limit, continue to apply to "bodily injury" or "property damage" arising out of a "silica incident".

D. DEFINITION

As used in this endorsement:

"Silica incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "silica" or "silica-related dust", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

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GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

"Insured Contract" in the Definitions Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE FOR TERRORISM
ON AN ANNUAL AGGREGATE BASIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

PREMIUM::

SCHEDULE

Terrorism Aggregate Limit:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When on or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. For the purposes of this endorsement, the term "terrorism" will apply only to an incident in which:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
- Physical injury that involves a substantial risk of death; or
 - Protracted and obvious physical disfigurement; or
 - Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.1 or B.2 are exceeded

- C. Coverage provided by this insurance for "bodily injury", "property damage" or "personal and advertising injury", arising out of "terrorism", is subject to the Terrorism Aggregate Limit as described in Paragraph D. of this endorsement.

- D. The following are added to Section III – Limits of Insurance:

Subject to Paragraphs 2. and 3. of Section III – Limits of Insurance, as applicable, the Terrorism Aggregate Limit shown in the SCHEDULE on this endorsement is the most we will pay for all:

- "Bodily injury" and "property damage" under Coverage A;
- "Personal and advertising injury" under Coverage B; and
- Medical payments under Coverage C; arising out of "terrorism".

Paragraph 4., the Personal and Advertising Injury Limit, Paragraph 5., the Each Occurrence limit, Paragraph 6., the Damage to Premises Rented to You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits of Insurance continue to apply to damages arising out of "terrorism". Those limits will only be available if, and to the extent that, limits are available under the Terrorism Aggregate Limit.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Description of Operations:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any operations shown in the SCHEDULE on this endorsement, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROPERTY ENTRUSTED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

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Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

OPERATIONS:

Security and Patrol Agencies
Warehouse – cold individual storage lockers
Warehouses – miniwarehouses

As respects the operations shown in the SCHEDULE on this endorsement, this insurance does not apply to "property damage" to property of others:

1. Entrusted to you for safekeeping; or
2. On premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. Paragraph 2.a. of Section II - Who is an Insured does not apply.

B. Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability is amended as follows:

Paragraph g. is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

- (1) "auto", or
- (2) aircraft or watercraft owned or operated by or rented, leased or loaned to any insured, or
- (3) any aircraft, "auto" or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.
- (4) "Bodily injury" or "property damage" arising out of the operation of:
 - (a) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- (5) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.
- (6) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability

2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Fungi and Bacteria Liability Aggregate Limit

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. EXCLUSIONS

This insurance does not apply to:

- a.** "Personal and advertising injury" arising out of a "fungi or bacteria incident".
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

C. The following are added to Section III - Limits of Insurance:

- 1.** Subject to Paragraphs 2. and 3. of Section III - Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule on this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.
- 2.** Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III - Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident".

D. The following definitions are added to the Definitions Section:

- 1.** "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

2. **“Fungi or bacteria incident”** means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

The following Exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:

This Coverage Part does not apply to:

ASBESTOS

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1)** Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2)** The use of asbestos in constructing or manufacturing any good, product or structure; or

- (3)** The removal of asbestos from any good, product or structure; or
- (4)** The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5)** Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

2. EXCLUSIONS

This insurance does not apply to:

Silica or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

2. EXCLUSIONS

This insurance does not apply to:

Silica or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.
- C.** The following definitions are added to the **DEFINITIONS** Section:
1. "**Silica**" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "**Silica-related dust**" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING
MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

- A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

2. EXCLUSIONS

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

2. EXCLUSIONS

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION
OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

1. Section I. A. 2. - Exclusions - Aircraft, Auto or Watercraft is replaced with the following:

AIRCRAFT, AUTO OR WATERCRAFT

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

- (1) "auto", or
- (2) aircraft or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

- (4) "Bodily injury" or "property damage" arising out of the operation of:

- (a) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- (5) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

B. Section V - Definitions is changed as follows:

1. The definition of "auto" is replaced with the following:

"Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. The following is added to the definition of "Mobile equipment":

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	
	(Authorized Representative)	

SCHEDULE

COVERAGE

AMOUNT AND BASIS OF DEDUCTIBLE PER CLAIM or PER OCCURRENCE

"Bodily Injury" Liability

or

"Property Damage" Liability

or

"Bodily Injury" Liability and/or

"Property Damage" Liability Combined

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the "Bodily Injury" Liability and "Property Damage" Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts shown in the SCHEDULE on this endorsement as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount shown in the SCHEDULE on this endorsement. The deductible amount shown in the SCHEDULE on this endorsement applies as follows:
 - 1.** PER CLAIM BASIS. If the deductible amount shown in the SCHEDULE on this endorsement is on a per claim basis, that deductible applies as follows:
 - a.** Under "Bodily Injury" Liability Coverage, to all damages sustained by any one person because of "bodily injury";

- b. Under "Property Damage" Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c. Under "Bodily Injury" Liability and/or "Property Damage" Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily Injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount shown in the SCHEDULE on this endorsement is on a per "occurrence" basis, that deductible amount applies as follows:

- a. Under the "Bodily Injury" Liability Coverage to all damages because of "bodily injury";
- b. Under "Property Damage" Liability Coverage, to all damages because of "property damage"; or
- c. Under "Bodily Injury" Liability and/or "Property Damage" Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend any "insured" against a "suit" asking for such damages; and
- 2. Your duties in the event of an "occurrence", offense, claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	07-06-2007
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Comments:

Attachments:

PC TD-1.pdf
PC FFS-1 Page 1.pdf
PC FFS-1 Page 2.pdf

Satisfied -Name:	forms listing	Review Status:	Approved	07-06-2007
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Comments:

This forms listing shows the form number being replaced and the approval date by your Department.

This forms listing also shows the forms we are withdrawing and the date they were approved by your Department.

Attachment:

AR GL form and endorsements list.pdf

Satisfied -Name:	side-by-side explanation	Review Status:	Approved	07-06-2007
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Comments:

Attachment:

AR GL Form and endorsements explanation.pdf

Satisfied -Name:	Mark-up copies	Review Status:	Approved	07-06-2007
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Comments:

Attachment:

Mark-up copies.pdf

Satisfied -Name:	copy of check	Review Status:	Approved	07-06-2007
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Comments:

Check # 214143 dated June 21, 2007 in the amount of \$50.00 will be mailed today with the NAIC PC TD-1.
I have highlighted the SERFF Filing # on the form and our Company Tracking Number

Attachment:

check.pdf

Property & Casualty Transmittal Document

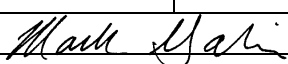
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business:</td> <td></td> </tr> <tr> <td>Renewal Business:</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #: LDRE-125221850</td></tr> <tr> <td>h. Subject Codes:</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business:		Renewal Business:		f. State Filing #:		g. SERFF Filing #: LDRE-125221850		h. Subject Codes:	
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New Business:																					
Renewal Business:																					
f. State Filing #:																					
g. SERFF Filing #: LDRE-125221850																					
h. Subject Codes:																					

3.	Group Name	Group NAIC#
	Old Republic Group	0150

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Great West Casualty Company	Nebraska	11371	47-6024508	

5.	Company Tracking Number	G3707F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mark Galvin Great West Casualty Company P. O. Box 277 South Sioux City NE 68776	Forms Attorney	1-800-228-8602 Ext. 7731	1-402-494-7480	m.galvin@gwccnet.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Mark Galvin, Forms Attorney		

Filing Information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	17.2 - Other Liability - Occ Only
10.	Sub-Type of Insurance (Sub-TOI)	17.2002 Comm General Liab
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	Commercial
12.	Company Program Title (Marketing title)	Commercial General Liability
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 09-01-2007 Renewal: 09-01-2007
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	June 29, 2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	G3707F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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At this time our Company would like to file the following Independent Commercial General Liability Forms with your Department for all policies written to become effective on or after September 1, 2007:

CG 10 03 07 07	Arkansas Commercial General Liability Coverage Form
CG 49 04 05 07	Additional Insured Endorsement
CG 49 38 12 05	Limited Silica Coverage
CG 49 44 07 04	Amendment of Insured Contract Definition
CG 49 50 01 06	Limitation of Coverage for Terrorism on an Annual Aggregate Basis
CG 49 51 11 85	Exclusion – Athletic or Sports Participants
CG 49 53 11 85	Exclusion – Intercompany Products Suits
CG 49 55 11 85	Exclusion – Property Entrusted
CG 49 56 10 01	Exclusion – Employees and Volunteer Workers as Insureds

Included in this filing are:

1. Forms listing which includes the Form Number which is being replaced and the approval date from your Department and list of Forms we are withdrawing
2. Side-by-side explanation of the replaced forms and new forms.
3. Mark-up copies of the forms which are being updated.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p> <p>Check #: 214143</p> <p>Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		G3707F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Commercial General Liability Coverage Form	CG 10 03 07 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 10 03 01 01	
02	Additional Insured Endorsement	CG 49 04 05 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 04 07 04	06-019551
03	Limited Silica Coverage	CG 49 38 12 05	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 38 02 05	
04	Amendment of Insured Contract Definition	CG 49 44 07 04	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	NEW FORM	
05	Limitation of Coverage for Terrorism on an Annual Aggregate Basis	CG 49 50 01 06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	NEW FORM	
06	Exclusion - Athletic or Sports Participants	CG 49 51 11 85	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	NEW FORM	
07	Exclusion - Intercompany Products Suits	CG 49 53 11 85	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	NEW FORM	
08	Exclusion - Property Entrusted	CG 49 55 11 85	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	NEW FORM	
09	Exclusion - Employees and Volunteer Workers as Insureds	CG 49 56 10 01	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 21 37 11 85	
10	Fungi or Bacterial Exclusion	CG 49 15 04 02	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	G3707F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Limited Fungi or Bacterial Exclusion	CG 49 17 04 02	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
02	Asbestos Exclusion	CG 49 23 01 04	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
03	Silica or Silica-Related Dust Exclusion	CG 49 34 01 05	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
04	Exclusion - Violation of Statute That govern E-Mails, Fax, Phone calls or other Methods of Sending Msterial or Info	CG 49 35 01 05	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05	Commercial General Liability Changes	CG 49 47 01 07	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06	Deductible Liability Coverage	CG 49 63 06 02	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

**GREAT WEST CASUALTY COMPANY
1100 WEST 29TH STREET
SOUTH SIOUX CITY, NEBRASKA 68776**

**COMMERCIAL LINES POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE FORM AND ENDORSEMENTS**

(Forms are listed in order of presentation. The side-by-side explanations are attached to the filing)

Commercial General Liability Company Forms

CG 10 03 07 07	Arkansas Commercial General Liability Coverage Form
CG 49 04 05 07	Additional Insured Endorsement
CG 49 38 12 05	Limited Silica Coverage
CG 49 44 07 04	Amendment of Insured Contract Definition
CG 49 50 01 06	Limitation of Coverage for Terrorism on an Annual Aggregate Basis
CG 49 51 11 85	Exclusion – Athletic or Sports Participants
CG 49 53 11 85	Exclusion – Intercompany Products Suits
CG 49 55 11 85	Exclusion – Property Entrusted
CG 49 56 10 01	Exclusion – Employees and Volunteer Workers as Insureds

Form CG 10 03 07 07 replaces Form CG 10 03 01 01 which was approved by your Department effective January 1, 2001.

Form CG 49 04 05 07 replaces Form CG 49 04 07 04 which was approved by your Department effective August 1, 2006 under your File # 06-019551.

Form CG 49 38 12 05 replaces Form CG 49 38 02 05 which was approved by your Department effective March 1, 2005.

Form CG 49 44 07 04 is a NEW FORM.

Form CG 49 50 01 06 is a NEW FORM.

Form CG 49 51 11 85 is a NEW FORM.

Form CG 49 53 11 85 is a NEW FORM.

Form CG 49 55 11 85 is a NEW FORM.

Form CG 49 56 10 01 replaces Form CG 21 37 11 85 form was approved by your Department on July 24, 1987.

.....
Here is a list of forms we are withdrawing:

Form CG 49 15 04 02 – Fungi or Bacterial Exclusion – this form was approved by your Department effective October 1, 2002. This form is now incorporated in our Coverage Form.

Form CG 49 17 04 02 – Limited Fungi or Bacterial Coverage - this form was approved by your Department effective October 1, 2002. This form is not attached to any current policy issued to an Arkansas insured.

Form CG 49 23 01 04 – Asbestos Exclusion – this form was approved by your Department effective January 1, 2004. This form is now incorporated in our Coverage Form.

Form CG 49 34 01 05 – Silica or Silica-Related Dust Exclusion – this form was approved by your Department effective January 1, 2005. This form is now incorporated in our Coverage Form.

Form CG 49 35 01 05 – Exclusion – Violation of Statutes that Govern E-Mails, Fax, Phone calls, or Other Methods of Sending Material or Information – this form was approved by your Department effective January 1, 2005. This form is now incorporated in our Coverage Form.

Form CG 49 47 01 07 - Commercial General Liability Changes – which was approved by your Department effective January 1, 2007 under your File # ARPC06021294. This form is now incorporated in our Coverage Form.

Form CG 49 63 06 02 – Deductible Liability Coverage – which was approved by your Department effective June 1, 2002. This form is not attached to any current policy issued to an Arkansas insured.

**GREAT WEST CASUALTY COMPANY
1100 W. 29TH STREET
SOUTH SIOUX CITY, NEBRASKA 68776**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM AND ENDORSEMENTS

CG 10 03 07 07
ARKANSAS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

GWCC changes

We have made the same changes as ISO on ISO's Form CG 00 01 10 01 approved by your Department under ISO's Filing Designation Number GL-2000-OMF00 and CG 00 01 12 04 approved by your Department under ISO's Filing Designation Number GL-2003-OFR03.

We have made the following additional changes:

1. Throughout this form we have changed the capitalization on words. There is no change in intent.
2. Section 1 A – Exclusions – Paragraph 2.b. – Contractual Liability – We have added the last statement to show where we have moved ISO's wording for this Exclusion is now in the Supplementary Payments. No change in intent.
3. Section 1.A. – Exclusion – Paragraph g.(5) – Aircraft, Auto or Watercraft – We have added this paragraph as clarification for delivery of any product into the wrong receptacle or to the wrong address or delivery of one product for another.
4. Section 1.A. – Exclusion – Paragraph g.(6) – Aircraft, Auto or Watercraft – We have added this paragraph to extend coverage for completed operations from insureds garage operations.
5. Section I A. – Exclusion – Paragraph o. – Employment-Related Practices. We have added text to reflect that the exclusion is intended to apply to any injury caused by the malicious prosecution of a person.

We have also added text to reinforce that the exclusion is intended to apply to an injury-causing event associated with employment, whether it occurs before employment, during employment or after employment of that person
6. Section I A. - Exclusions - Paragraph r. - Asbestos. We have incorporated our form CG 4923 into this paragraph instead of an endorsement. This clarifies our intent to not provide coverage for this type of loss.
7. Section I A. - Exclusions - Paragraph s. - Silica or Silica-Related Dust. We have incorporated our form CG 4934 Section A. into this paragraph.

ISO Form explanation

ISO Form CG 00 01 10 01 and Form CG 00 01 12 04

ISO wording Section 1.a.2.b.

No comparable ISO wording

No comparable ISO wording

No comparable ISO wording

No comparable ISO wording

No comparable ISO form

ISO Form CG 21 96 Section A

- | | |
|--|-----------------------------|
| 8. Section I A. - Exclusions - Paragraph t. - <u>Fungi or Bacteria</u> . We have incorporated our form CG 4915 Section A. into this paragraph. | ISO Form CG 21 67 Section A |
| 9. Section I A. - Exclusions - Paragraph u. - <u>Distribution of Material in Violation of Statutes</u> . We have incorporated our form CG 4934 Section A. into this paragraph. | ISO Form CG 00 67 Section A |
| 10. Section I B – Exclusions i. – <u>Infringement of Copyright, Patent, Trademark or Trade Secret</u> . We have added text to reinforce that the exclusion does not apply to personal and advertising injury arising out of other intellectual property rights involving the use of another's advertising idea in the insured's advertisement. | No comparable ISO wording |
| 11. Section I B - Exclusions - Paragraph j. - <u>Insureds in Media and Internet Type Businesses</u> - We have changed the Paragraph number from <u>14.</u> to <u>15.</u> to match the correct number in the Definitions Section. | ISO wording Paragraph 14 |
| 12. Section I B – Exclusions – Paragraph p. – <u>Employment-Related Practices</u> . We have added text to reflect that the exclusion is intended to apply to any injury caused by the malicious prosecution of a person. | No comparable ISO wording |
| We have also added text to reinforce that the exclusion is intended to apply to an injury-causing event associated with employment, whether it occurs before employment, during employment or after employment of that person | No comparable ISO wording |
| 13. Section I B. - Exclusions - Paragraph q. - <u>Asbestos</u> . We have incorporated our form CG 4923 into this paragraph instead of an endorsement. This clarifies our intent to not provide coverage for this type of loss. | No comparable ISO form |
| 14. Section I B. - Exclusions - Paragraph r. - <u>Silica or Silica-Related Dust</u> . We have incorporated our form CG 4934 Section B. into this paragraph. | ISO Form CG 21 96 Section B |
| 15. Section I B. - Exclusions - Paragraph s. - <u>Fungi or Bacteria</u> . We have incorporated our form CG 4915 Section B. into this paragraph. | ISO Form CG 21 67 Section B |
| 16. Section I B - Exclusions - Paragraph t. - <u>Distribution of Material In Violation of Statutes</u> . We have incorporated our form CG 4934 Section B. into this paragraph. | ISO Form CG 00 67 Section B |

17. Section I – Supplementary Payments – No comparable ISO wording
Coverages A and B - Paragraph 5 – We have updated this statement to more explicitly express underwriting intent. The provision is to provide coverage for court costs taxed against the insured and not to provide coverage for the plaintiff's attorney's fees or expenses taxed against the insured.

18. Section V - Definitions

We have added the following Definitions:

- | | |
|------------------------|---|
| a. Fungi | ISO Form CG2167 "Fungi" |
| b. Silica | |
| c. Silica-related dust | ISO Form CG 2196 "Silica" and "Silica-related dust" |

CG 49 04 05 07
ADDITIONAL INSURED ENDORSEMENT

GWCC changes

ISO Form explanation

We have reworded Paragraph A to clarify that an additional insured is covered under the endorsement when they are vicariously liable for the actions of our insured.

ISO Form CG 2026

CG 49 38 12 05
LIMITED SILICA COVERAGE

GWCC changes

ISO Form explanation

We have added our company Form CG 4934 (03-05) Silica and Silica-Related Dust into our coverage Form.

N/A

We have therefore made the following changes to this form:

1. We have updated Paragraph A to show that under Section I. Coverage A the Silica or Silica-Related Dust does not apply.
2. We have rewording Paragraph C to match the titles in our coverage form.
3. We have changed the capitalization of Schedule to add consistency in our forms.
4. Paragraph D. We have changed the lead in wording to read: As used in this endorsement to add consistency in our forms.
5. We have removed the definition of Silica and Silica-related dust as these are now in our General Liability Coverage Part.

CG 49 44 07 04
AMENDMENT OF INSURED CONTRACT DEFINITION

GWCC changes

ISO Form explanation

We have made the same changes as ISO on ISO's Form CG 24 26 07 04 and approved by your Department under ISO's Filing Designation Number GL-2004-OFGLA..

ISO form CG 2426

We have made the additional company changes:

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.
4. The lead in wording has been reworded for easier readability.

CG 49 50 01 06
LIMITATION OF COVERAGE FOR TERRORISM ON AN ANNUAL AGGREGATE BASIS

GWCC changes

ISO Form explanation

We have duplicated ISO's Form CG 21 92 01 06 with the following additional company changes:

ISO form CG 2192

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.
4. We have added a place for Premium.

No change in intent.

CG 49 51 11 85

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

GWCC changes

ISO Form explanation

We have duplicated ISO's Form CG 21 01 11 85 with the following additional company changes:

ISO form CG 2101

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

No change in intent.

CG 49 53 11 85

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

GWCC changes

ISO Form explanation

We have duplicated ISO's Form CG 21 41 11 85 with the following additional company changes:

ISO form CG 2141

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

No change in intent.

CG 49 55 11 85

EXCLUSION – PROPERTY ENTRUSTED

GWCC changes

ISO Form explanation

We have duplicated ISO's Form CG 22 29 11 85 with the following additional company changes:

ISO form CG 2229

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

No change in intent.

CG 49 56 10 01

EXCLUSION – EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

GWCC changes

ISO Form explanation

We have duplicated ISO's Form CG 21 37 10 01 with the following additional company changes:

ISO form CG 2137

1. We have changed the form number by making this a company form.
2. We have added the words: The provisions of the Coverage Form apply unless modified by this endorsement.
3. We have added an endorsement block wording: This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.
4. Section B – The wording has duplicated what is in our General Liability Coverage Form.

No change in intent.

POLICY NUMBER:

ARKANSAS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under ~~SECTION~~ Section II - ~~WHO IS AN INSURED~~ Who is an Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to ~~SECTION~~ Section V - ~~DEFINITIONS~~ Definitions.

SECTION I - COVERAGES ~~COVERAGE~~ A

1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in ~~SECTION~~ Section III - ~~LIMITS OF INSURANCE~~ Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under ~~COVERAGES~~ Coverages A or B or medical expenses under ~~COVERAGE~~ Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under ~~SUPPLEMENTARY~~ PAYMENTS Supplementary Payments - ~~COVERAGES~~ Coverages A ~~AND~~ and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of ~~SECTION~~ Section II - ~~WHO IS AN INSURED~~ Who is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of ~~SECTION~~ Section II - ~~WHO IS AN INSURED~~ Who is an Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of ~~SECTION~~[Section II - WHO IS AN INSURED Who is an Insured](#) or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. [This exclusion also does not apply to the defense or expenses of any party assumed in an "insured contract" as set forth in Paragraph 8. of Section I – Supplementary Payments.](#)

c. ALCOHOLIC BEVERAGES

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury. r this exclusion only, "employee" does not include a "leased worker" or a "temporary worker".

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented, leased or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat that building, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented, leased or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for ~~any insured or any person or organization for whom you may be legally responsible; or;~~

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor_;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO OR WATERCRAFT

"Bodily injury" or "property damage" arising out of:

~~(1) The ownership, maintenance, use, or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented, leased or loaned to any insured; or~~

~~(2) Any "auto" you do not own, lease, hire, rent or borrow that is used in connection with your business.~~ the ownership, maintenance, use, or entrustment to others of any:

(1) "auto", or

(2) aircraft or watercraft owned or operated by or rented, leased or loaned to any insured.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent.
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge.
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.
- (4) "Bodily injury" or "property damage" arising out of the operation of:

(a) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

(5) ~~"Bodily injury" or "property damage" arising out of:~~

~~(a) The delivery of any product into a wrong receptacle or to a wrong address; or~~

~~(b) The erroneous delivery of one product for another by an "auto";~~

~~if the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of such delivery.~~ "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

(6) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented, leased or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. WAR

~~"Bodily injury" or "property damage", due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement~~ however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. DAMAGE TO PROPERTY

"Property damage" to:

(1) Property you own, rent, lease or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

- (4) Personal property in the care, custody or control of any insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented ~~Teto~~ You as described in [SECTION III - LIMITS OF INSURANCE](#) [Limits of Insurance](#).

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

This exclusion does not apply to any of "your products" or any part of "your products" if caused by a defect existing at the time it was sold or transferred to another arising only out of your business of selling or repairing "autos". However, subject to the Limit of Insurance, the coverage only applies to that amount of "property damage" to "your products" which exceeds \$250 for any one "occurrence".

l. DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. EMPLOYMENT-RELATED PRACTICES

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, ~~or~~ discrimination or malicious prosecution directed at that person ~~or~~ or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (42) Whether the insured may be liable as an employer or in any other capacity; and
- (23) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

q. ELECTRONIC DATA

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. ASBESTOS

"Bodily injury" or "property damage" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or

- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or

- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

s. SILICA OR SILICA-RELATED DUST

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

t. FUNGI OR BACTERIA

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

u. DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c. through n.** do not apply to damage by fire to premises rented or leased to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE** Limits of Insurance.

COVERAGE B

1. PERSONAL AND ADVERTISING INJURY LIABILITY

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We have the right and duty to defend any insured against a "suit" asking for such damages. However, we have no duty to defend any insured against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE** Limits of Insurance; and

- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under **COVERAGES** Coverages A or B or medical expenses under **COVERAGE** Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY** Supplementary Payments ~~PAYMENTS~~ **COVERAGES** Coverages A ~~AND~~ and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

a. PERSONAL AND ADVERTISING INJURY KNOWING VIOLATION OF RIGHTS OF ANOTHER

~~(1)~~ "Personal and advertising injury" caused by or at the direction of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".;

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

~~(2)~~ "Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.;

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

~~(3)~~ "Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.;

d. CRIMINAL ACTS

~~(4)~~ "Personal and advertising injury" arising out of a criminal act committed by or at the direction of ~~any~~the insured.;

e. CONTRACTUAL LIABILITY

~~(5)~~ "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.;

f. BREACH OF CONTRACT

~~(6)~~ "Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

~~(7)~~ "Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

~~(8)~~ "Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. INSURED IN MEDIA AND INTERNET TYPE BUSINESSES

~~(9)~~ "Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising**, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or**
- (3) An Internet search, access, content or service provider.**

However, this exclusion does not apply to Paragraphs ~~14~~**15**. a., b. and c. of "personal and advertising injury" under the Definitions Section; ~~or~~.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POLLUTION

~~(10)~~ "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

~~b n.~~ ANY LOSS, COST OR EXPENSE ARISING OUT OF ANY: POLLUTION-RELATED

- (1) Request, demand, ~~or~~ order or statutory or regulatory requirement** that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".**

o. WAR

"Personal and advertising injury" however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;**

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e.p. EMPLOYMENT-RELATED PRACTICES

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, ~~or~~ discrimination or malicious prosecution directed at that person; ~~or~~ or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- ~~(42)~~ Whether the insured may be liable as an employer or in any other capacity; and
- ~~(23)~~ To any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. ASBESTOS

"Personal and advertising injury" arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) The removal of asbestos from any good, product or structure; or
- (4) The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or "suit" related to any of the above.

r. SILICA OR SILICA-RELATED DUST

- (1) "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- (2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.

s. FUNGI OR BACTERIA

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C

1. MEDICAL EXPENSES

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own, rent or lease;
 - (2) On ways next to premises you own, rent or lease; or
 - (3) Because of your operations;provided that:
 - ~~(1a)~~ The accident takes place in the "coverage territory" and during the policy period;
 - ~~(2b)~~ The expenses are incurred and reported to us within one year of the date of the accident; and
 - ~~(3c)~~ The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

- a. **ANY INSURED**
To any insured, except "volunteer workers".
- b. **HIRED PERSON**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **INJURY ON NORMALLY OCCUPIED PREMISES**
To a person injured on that part of premises you own, rent or lease that the person normally occupies.
- d. **WORKERS COMPENSATION AND SIMILAR LAWS**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. **ATHLETICS ACTIVITIES**
~~To a person injured while taking part in athletics~~
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **PRODUCTS-COMPLETED OPERATIONS HAZARD**
Included within the "products-completed operations hazard".
- g. **COVERAGE A EXCLUSIONS**
Excluded under ~~COVERAGE~~Coverage A.

~~h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.~~

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
6. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the

part of the judgment that is within the applicable Limit of Insurance. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.

7. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured we defend on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer. The maximum interest we will pay is the applicable interest rate times either the judgment or the Limit of Insurance, whichever is less.
8. Solely for the purposes of liability assumed for "bodily injury" and "property damage" in an "insured contract", we will pay reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be expenses we shall pay provided that:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which liability coverage applies are alleged.

These payments will not reduce the applicable Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" ~~is an insured~~ or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) ~~or to a co-"employee" while that co-"employee" is either~~ in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented or leased to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

~~3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:~~

~~a. "Bodily injury" to a co-"employee" of the person driving the equipment; or~~

~~b. "Property damage" to property owned by, rented or leased to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.~~

~~43.~~ Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. ~~COVERAGE~~Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. ~~COVERAGE~~Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. GENERAL AGGREGATE LIMIT

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under ~~COVERAGE~~Coverage C;
- b. Damages under ~~COVERAGE~~Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under ~~COVERAGE~~Coverage B.

3. PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. PERSONAL AND ADVERTISING INJURY LIMIT

Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under ~~COVERAGE~~B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. EACH OCCURRENCE LIMIT

Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under ~~COVERAGE~~Coverage A; and
- b. Medical expenses under ~~COVERAGE~~Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. DAMAGE TO PREMISES RENTED TO YOU LIMIT

Subject to Paragraph 5. above, the Damage ~~Toto~~ Premises Rented ~~Toto~~ You Limit is the most we will pay under ~~COVERAGE~~Coverage A for damages because of "property damage" to any one premises, while rented or leased to you, or in the case of damage by fire, while rented or leased to you or temporarily occupied by you with permission of the owner, ~~arising out of any one fire.~~

7. MEDICAL EXPENSE LIMIT

Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under ~~COVERAGE~~Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us:
 - (a) In the investigation or settlement of the claim; or
 - (b) In the investigation of, settlement of or defense against the "suit".
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured ~~obtained after an actual trial~~; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. OTHER INSURANCE

If other valid and collectible insurance or self-insurance is available to the insured for a loss we cover under ~~COVERAGES~~Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance or self-insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. EXCESS INSURANCE

(1) This insurance is excess over:

- (4a) Any of the other insurance or self-insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage or self-insurance for "your work";
 - (b) That is Fire insurance or self-insurance for premises rented or leased to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you or self-insurance to cover your liability as a tenant for "property damage" to premises rented or leased to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of ~~SECTION~~ Section I – COVERAGE – Coverage A – Bodily Injury and Property Damage Liability.
- (2b) Any other primary insurance or self-insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under ~~COVERAGES~~ Coverages A or B to defend the insured against any "suit" if any other insurer or you as a self-insurer have a duty to defend the insured against that "suit". If no other insurer defends or you as a self-insurer must defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance or self-insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(4a) The total amount that all such other insurance or self-insurance would pay for the loss in the absence of this insurance; and

(2b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance or self-insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD OF SHARING

If all of the other insurance or self-insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance or self-insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. ~~Audit premiums are due and payable on notice to the first Named Insured and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.~~ If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

SECTION V - DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **"Auto"** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Coverage territory"** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, ~~provided but only if~~ the injury or damage ~~does not occur~~occurs in the course of travel or transportation ~~to or from~~between any ~~place~~places ~~not~~ included in Paragraph a. above; or
 - c. All other parts of the world if: the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above; ~~or~~
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; ~~and~~or
- ~~7~~8. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- ~~8~~9. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- ~~9~~10. **"Insured contract"** means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- ~~(3)~~ **"Personal and advertising injury"** offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by "fungi".

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. above does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

4011. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

4412. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

4213. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - (1) The unlicensed vehicle is being taken for maintenance or repair; or
 - (2) The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented trailers requiring maintenance or repair.
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

4314. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

4415. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

4516. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4617. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, rent or lease and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, including an aircraft or watercraft, not owned or operated by any insured, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

1718. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

20. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

4821. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

4922. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

2024. "Your product":

a. Means:

- ~~a.~~(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1)(a) You;
 - (2)(b) Others trading under your name; or
 - (3)(c) A person or organization whose business or assets you have acquired; and
- ~~b.~~(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your Product" b. Includes:

- ~~a.~~(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- ~~b.~~(2) The providing of or failure to provide warnings or instructions.

"Your product" c. Does not include vending machines or other property rented to or located for the use of others but not sold.

2425. "Your work":

a. Means:

- ~~a.~~(1) Work or operations performed by you or on your behalf; and
- ~~b.~~(2) Materials, parts or equipment furnished in connection with such work or operations.

"Your work" b. Includes:

- ~~a.~~(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- ~~b.~~(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Policy Expiration Date:

Name of Person or Organization, (Additional Insured):

- A.** Who is an Insured is changed to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE on this endorsement but only ~~with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf~~ to the extent that the liability arises:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you;
- and only to the extent that the additional insured vicariously liable for your conduct.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached thereto.
- C.** The Additional Insured is covered for an amount up to the Limit of Insurance required by an agreement you have with them or the policy's Limit of Insurance, whichever is less.
- D.** Any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED SILICA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Silica Liability Annual Aggregate Limit:

~~A. The following is added to Section I - Coverage B - Personal and Advertising Injury Liability Exclusions:~~

~~This insurance does not apply to:~~

~~a. "Personal and advertising injury" arising out of a "silica incident".~~

~~b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "silica" or "silica-related dust", by any insured or by any other person or entity.~~

A. Section I - Coverage A - Silica or Silica-Related Dust does not apply.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "silica incident", is subject to the Silica Liability Aggregate Limit as described in Paragraph C. of this endorsement.

C. The following is added to Section III - Limits of Insurance:

Subject to Paragraphs 2. - General Aggregate Limit and Paragraph 3. - Products-Completed Operations Aggregate Limit, ~~Section III - Limits of Insurance~~ as applicable, the Silica Liability Annual Aggregate Limit shown in the ~~Schedule~~ SCHEDULE on this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for

Medical Payments arising out of one or more "silica incidents".

Paragraphs 5, - the Each Occurrence Limit; Paragraph 6, - the Damage To Premises Rented To You Limit; and Paragraph 7, - the Medical Expense Limit, ~~of Section III - Limits of Insurance~~ continue to apply to "bodily injury" or "property damage" arising out of a "silica incident".

D. DEFINITION

~~The following are added to the Definitions Section:~~ As used in this endorsement:

~~1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.~~

~~2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.~~

~~3.~~

"**Silica incident**" means an incident which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "silica" or "silica-related dust", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. Paragraph ~~Part~~ 2.a. of Section II - Who is an Insured does not apply.

B. Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability is amended as follows:

Paragraph g. is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any:

- (1) "auto", or
- (2) aircraft or watercraft owned or operated by or rented, leased or loaned to any insured, or
- (3) any aircraft, "auto" or watercraft operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

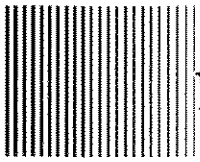
This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.
- (4) "Bodily injury" or "property damage" arising out of the operation of:
 - (a) Machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

(5) "Bodily injury" or "property damage" resulting from the delivery of any product into the wrong receptacle or to the wrong address, or from the delivery of one product for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

(6) "Bodily injury" or "property damage" arising out of the "products-completed operations hazard" from performing maintenance or service on a customers "auto" for a fee. Customers "autos" include those "autos" owned by independent contractors leased to you with a driver for more than 30 consecutive days who pay a fee for the maintenance or service performed.

Operations which may require further service, maintenance, correction, repair or replacement because of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.



GREAT WEST

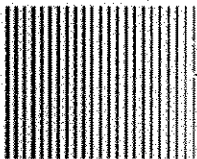
Casualty Company

SOUTH SIOUX CITY, NEBRASKA

DATE	CHECK NO.	DESCRIPTION	AMOUNT
06/21/2007	0000214143	FILING OF G3707F	\$50.00

Detach Stub and Retain For Your Records

***** VOID IF GRAY BACKGROUND OR WATERMARK ARE ABSENT *****



GREAT WEST

Casualty Company

SOUTH SIOUX CITY, NEBRASKA

Wells Fargo Bank Ohio, N.A.
Van Wert, OH 45891

56-382

412

DATE	Check Number
06/21/2007	0000214143
Pay This Amount	
\$*****50.00	

Pay Exactly : Fifty and 00/100 Dollars

To The Order Of:

STATE INSURANCE DEPARTMENT TRUST FUND - AR
1200 WEST 3RD
LITTLE ROCK AR 72201-1904

Gayle Tenet
AUTHORIZED-SIGNATURE

⑈0000214143⑈ ⑆041203824⑆ 9600005885⑈

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Additional Insured Endorsement	06-29-2007	CG 49 04 05 07.pdf

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

SCHEDULE

Policy Expiration Date:

Name of Person or Organization, (Additional Insured):

- A.** Who is an Insured is changed to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE on this endorsement but only to the extent that the liability arises:
 - 1.** In the performance of your ongoing operations; or
 - 2.** In connection with your premises owned by or rented to you;and only to the extent that the additional insured vicariously liable for your conduct.
- B.** The coverage provided by this endorsement shall be subject to all the terms, conditions, and exclusions of the policy and all endorsements attached thereto.
- C.** The Additional Insured is covered for an amount up to the Limit of Insurance required by an agreement you have with them or the policy's Limit of Insurance, whichever is less.
- D.** Any coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the contract or agreement you have with them requires that this insurance be primary.